

MORTGAGE RECORD 84

Reg. No. 3337
Fee Paid, \$ 3.75

463

FROM
Edwin R. Bredine et al
TO
Addie M. Lescher et al

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 25 day of February A. D. 1943, at 2:50 o'clock P. M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this First day of November, in the year of our Lord, one thousand nine hundred and Forty-two (1942) between Edwin R. Bredine and Helen M. Bredine, his wife; Tilford M. Bredine and Hesper L. Bredine, his wife; and Earl S. Bredine and Marie Alice Bredine, his wife of in the County of and State of parties of the first part, and Addie M. Lescher and Marguerite Lescher Walker parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fourteen Hundred Seventy-five and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South eighty-five (85) feet of Lot One (1) on Pinckney Street (now 6th street) in the City of Lawrence.

STATE OF ILLINOIS, COUNTY OF COOK) SS.

BE IT REMEMBERED, That on this 4th day of January, 1943 before me, a Notary Public in the aforesaid County and State, came Edwin R. Bredine and Helen M. Bredine, his wife, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission expires on the 9th day of January, 1944.

George N. Hill, Notary Public

STATE OF ILLINOIS)
COUNTY OF Tazewell) SS.

BE IT REMEMBERED, That on this 8 day of January, 1943, before me, a Notary Public in the aforesaid County and State, came Edwin R. Bredine and Helen M. Bredine, his wife, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission expires Jan 8, 1946

D. C. Heiser Notary Public

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the parties of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fourteen Hundred Seventy-five and no/100 (\$1475.00) DOLLARS according to the terms of a certain written obligation for the payment of said sum of money, executed on the First day of November 1942, and by its terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said parties of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided. In the event that said parties of the first part shall fail to pay the same as provided in this indenture

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said parties of the second part their assigns to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale extend and incur to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal the day and year last above written.

Tilford M. Bredine (SEAL)
Hesper L. Bredine (SEAL)
Earl S. Bredine (SEAL)
Marie Alice Bredine (SEAL)
Edwin R. Bredine (SEAL)
Helen M. Bredine (SEAL)

STATE OF MISSOURI)
County of JACKSON) ss.

BE IT REMEMBERED, That on this 28th day of December A. D. 1942, before me, a Notary Public in the aforesaid County and State, came

Tilford M. Bredine and Hesper L. Bredine

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the day of 19

(SEAL) My Commission Expires Jan 29, 1945

Alberta Schletzbaum Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this day of 19

Mortgagee. Owner.

The assignment of mortgage recorded by page 465